Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: CS1209

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: Contract Summary Disclosure

Project Name/Number: Contract Summary Disclosure/CS1209

# Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Contract Summary Disclosure SERFF TOI: A02I Individual Annuities- Deferred Non-SERFF

Variable

Sub-TOI: A02I.004 Modified Single Premium

Filing Type: Form

SERFF Tr Num: PACL-128321998 State: Arkansas SERFF Status: Closed-Approved- State Tr Num:

Closed

Co Tr Num: CS1209 State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 05/08/2012

Authors: Maysy Novak, Brian

Deleget, Craig Hopkins

Date Submitted: 05/02/2012 Disposition Status: Approved-

Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

# **General Information**

Project Name: Contract Summary Disclosure Status of Filing in Domicile: Not Filed

Project Number: CS1209 Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: We are not filing in

Nebraska, our state of domicile as Nebraska is

part of the IIPRC.

Created By: Maysy Novak

Corresponding Filing Tracking Number:

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 05/08/2012
State Status Changed: 05/08/2012

Deemer Date:

Submitted By: Maysy Novak

Filing Description:

To the Individual Life Insurance Department of Arkansas:

We are submitting the following form for approval:

Form Number Form Description

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: CS1209

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: Contract Summary Disclosure

Project Name/Number: Contract Summary Disclosure/CS1209

CS1209:MVA-AR Indexed Annuity Contract Summary Disclosure

The form submitted is new and does replace any previously approved forms. It will be used with the annuity contract form approved by your Department as described below:

Form Number – SERFF Tracking No. – State Tracking No. – Date Approved 30-1209 - PACL-127281381 – 49504 - 8/26/2011

# Statement of Variability

Bracketed matter shown on the form is subject to change. The accompanying Statement of Variability provides an explanation of the variable items applicable to this form.

The forms submitted are in final print and subject to only minor modification in paper size, stock, ink, border, Company logo and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees are included in this submission. To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction. Should you have any questions or require additional information, please call toll-free 1-800-722-2333 ext. 7262.

Sincerely,

J. Brian Deleget
Director, Compliance
Retirement Solutions Division
State Narrative:

# **Company and Contact**

# **Filing Contact Information**

J. Brian Deleget, Director, Compliance Brian.Deleget@PacificLife.com

700 Newport Center Drive 949-219-7262 [Phone] Newport Beach, CA 92660 949-219-0579 [FAX]

**Filing Company Information** 

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: CS1209

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: Contract Summary Disclosure

Project Name/Number: Contract Summary Disclosure/CS1209

700 Newport Center Drive Group Code: 709 Company Type: Annuities

Newport Beach, CA 92660-6397 Group Name: State ID Number:

(800) 722-2333 ext. [Phone] FEIN Number: 95-1079000

-----

# **Filing Fees**

Fee Required? Yes

Fee Amount: \$50.00 Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Pacific Life Insurance Company \$50.00 05/02/2012 58867081

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: CS1209

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: Contract Summary Disclosure

Project Name/Number: Contract Summary Disclosure/CS1209

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/08/2012	05/08/2012

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: CS1209

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: Contract Summary Disclosure

Project Name/Number: Contract Summary Disclosure/CS1209

# **Disposition**

Disposition Date: 05/08/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: CS1209

**Form** 

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: Contract Summary Disclosure

Project Name/Number: Contract Summary Disclosure/CS1209

ScheduleSchedule ItemSchedule Item StatusPublic AccessSupporting DocumentFlesch CertificationNoSupporting DocumentApplicationNoSupporting DocumentLife & Annuity - Acturial MemoNoSupporting DocumentStatement of VariabilityYes

Yes

Contract Summary Disclosure

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: CS1209

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: Contract Summary Disclosure

Project Name/Number: Contract Summary Disclosure/CS1209

# Form Schedule

Lead Form Number: CS1209:MVA-AR

Schedule	Form	Form Type	e Form Name	Action	<b>Action Specific</b>	Readability	Attachment
Item	Number				Data		
Status							
	CS1209:M	Other	Contract Summary	Initial		0.000	CS1209-
	VA-AR		Disclosure				MVA-AR.pdf



# CONTRACT SUMMARY

Pacific Life Insurance Company
P.O. Box 2378, Omaha, NE 68103-2378
[1299 Farnam St, 6<sup>th</sup> Floor RSD, Omaha, NE 68102
(800) 722-4448 – Contract Owners
(800) 722-2333 – Registered Representatives/Producers
www.PacificLife.coml

Pacific Index Choice (Limited Premium Deferred Fixed Annuity Contract) Disclosure

Contract Form Series 30-1209

Enhanced Lifetime Income Benefit Disclosure

Rider Form Series 20-1210-2 & 20-1211-2

For use in [Arkansas]

This document reviews important information for you to consider before purchasing the Pacific Index Choice fixed annuity. Please read this information carefully. This summary is not a contract and is not part of your contract with Pacific Life Insurance Company ("Pacific Life").

Pacific Index Choice is an individual limited premium deferred fixed annuity contract, with fixed and index-linked interest options, market value adjustment, and a credit enhancement feature.

- It is a limited premium contract, which means that premiums are accepted for sixty days after the contract is issued
- It is a fixed annuity with fixed and index-linked interest options, which means you can choose from interest crediting options that:
  - o Earn interest at a specified interest rate during a guaranteed period, and/or
  - Earn interest based on the performance of a given stock market index, including a domestic index and/or an international index. This interest is capped, which means that there is a limit to how much interest may be credited to your contract
- This contract is deferred which means annuity payments do not begin until some future date

You can use an annuity to save money for retirement and to receive income for life. An annuity is not meant to be used to meet short-term financial goals. Although the contract values may be affected by an external index, the contract does not directly participate in any stock or equity investments.

## **The Annuity Contract**

You can establish this contract with an initial purchase payment of at least [\$25,000]. Subsequent purchase payments are limited to [\$100,000] without home office approval. The maximum purchase payment is [\$1,000,000] without home office approval. You may make additional purchase payments within the first sixty days after the contract is issued. Please note that residual payments will not be accepted if they are received outside the designated contractual window. If the residual payment amount is less than \$10.00, the funds will be donated to the Pacific Life Foundation. The maximum issue age is [85]. Some distributors may not offer this product to persons over a certain age, contact your registered representative/producer for more details.

You can choose one of three initial guarantee periods: 6-year, 8-year, or 10-year. Interest rates and interest rate caps will vary depending on the contract's initial guarantee period. Some distributors may not offer all guarantee periods, contact your registered representative/producer for more details. Contact Pacific Life for available guarantee periods and rates.

You can choose to allocate your purchase payment among a fixed account option and/or index-linked options. You can change your allocations up to 30 days after your contract anniversary, and allocation changes (transfers) will be effective on your contract anniversary. Transfers into or out of an index-linked option can only be made at the end of an index term, and transfers into or out of the fixed account option can be made on each contract anniversary.

#### Fixed Account Option

The amount of your purchase payment allocated to the fixed account option will earn interest at a rate in effect for the initial guarantee period. Interest is credited daily. The rate you earn depends on the initial guarantee period you choose and the current interest rate environment. Contact Pacific Life for available rates.

CS1209:MVA-AR NBD 1 of 10 [05/12

At the end of the initial guarantee period, and on all subsequent contract anniversaries, a new guarantee period begins. Each guarantee period will be for a one-year term. A new guaranteed rate is declared by Pacific Life for a one-year term and the new guaranteed rate depends on the current interest rate environment. The new guaranteed rate will never be less than your contract's guaranteed minimum interest rate. Your contract's guaranteed minimum interest rate is determined at issue and can range between 1% and 3%. Pacific Life determines interest rates in excess of your contract's guaranteed minimum interest rate.

#### **Index-Linked Options**

The amount of your purchase payment allocated to any indexed-linked options may earn interest based on the performance of the [S&P 500® or the MSCI All Country World Index (ACWI®)]. If an index is discontinued or if the calculation of the index is substantially changed, we will substitute an alternative Index, subject to regulatory approval, and notify you in writing. This interest is not guaranteed, and while the contract values may be affected by the performance of an external index, the contract does not directly participate in any stock or equity investments. You may receive higher interest rate caps and declared index interest rates for the initial guarantee period based on higher purchase payments, according to the following breakpoints:

- \$25.000 \$99.999
- \$100,000 and more

The cumulative amount of purchase payments, plus credit enhancements, plus fixed account interest, less withdrawals, during the first contract year will be used to determine which breakpoint will apply to the contract for the length of the initial guarantee period. At the end of the initial guarantee period, new interest rates and interest rate caps may be declared on subsequent Contract Anniversaries. The rates you receive will be based on your contract value and breakpoints above. The new guaranteed caps and rates will never be less than your contract's guaranteed minimum caps and rates.

Index-linked interest will be credited to the contract value on a prorated basis to the date the contract is converted to an income annuity or to the date a death benefit is payable, unless the surviving spouse of the deceased owner elects to continue the contract. Please see the **Death of Owner Distribution Rules** provision in your contract for further information.

The index-linked options available include:

- [1 year point-to-point S&P 500<sup>®</sup> index
- 1 year point-to-point MSCI ACWI<sup>®</sup> index
- 2 year point-to-point S&P 500<sup>®</sup> index
- 2 year point-to-point MSCI ACWI<sup>®</sup> index
- Declared index interest option S&P 500<sup>®</sup> index
- Declared index interest option MSCI ACWI<sup>®</sup> index]

#### Point-to-Point Options

Interest may be credited at the end of a 1-year or 2-year point-to-point index term up to a certain interest rate limit, or cap, depending on the performance of the index during that index term. If the index performance is positive, index-linked interest is credited to your option based on the index return, not to exceed the cap. If the performance of the index is negative or zero, no indexed-linked interest is credited.

## **Declared Index Interest Option**

Interest may be credited at the end of the index term, depending on the performance of the index during that index term. If the performance of the index is positive or zero, index-linked interest is credited to your option based on the declared interest rate. If the performance of the index over that index term is negative, no index-linked interest is credited.

#### Credit Enhancement

Pacific Life will add an additional amount to your contract value at the time each purchase payment is applied. This additional amount is known as a credit enhancement. Since it is added to the contract value when the purchase payment is applied, it will be included in any interest crediting calculations. The credit enhancement is equal to a percentage of the purchase payment and can range between 0.25% and 5.0%, and is shown on your contract's Specifications Page. The credit enhancement will not be included in any amounts returned to you if you cancel the contract pursuant to a free look provision. Additionally, a pro rata recapture of the credit enhancement will not be included in any death benefit amount if you or the annuitant dies in the first contract year (excluding contracts issued in Connecticut).

# Withdrawals & Charges

You may make partial or full withdrawals from the contract. Withdrawals may be taken 30 days after the contract effective date and before any annuity payments begin. The minimum amount that may be withdrawn is \$500 and the contract value remaining after the withdrawal must not be less than \$1,000. If after a withdrawal the value is ever less than \$1,000, Pacific Life may terminate the contract and pay you at least the contract's Guaranteed Minimum Surrender Value.

Pacific Index Choice allows you, at issue, to select one of three initial guarantee periods, which correspond to the length of the withdrawal charge period. Your withdrawal charge period cannot be changed. The withdrawal charge schedules are as follows:

		Policy Year									
	1	2	3	4	5	6	7	8	9	10	11 and later
6-Year Schedule	9%	8%	8%	7%	6%	4%	0%	0%	0%	0%	0%
8-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	0%	0%	0%
10-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	2%	1%	0%

Any withdrawal taken before the end of the corresponding schedule may be subject to a withdrawal charge (also known as a surrender charge) and Market Value Adjustment. The withdrawal charge is equal to a percentage of the amount withdrawn based on the contract year of withdrawal, and may invade your principal. Here is how the withdrawal charge is calculated:

Example: If you withdraw an additional 5,000 from your annuity in the fifth contract year, your withdrawal charge is  $5,000 \times 6\% = 300$ .

No indexed-linked interest is credited to any amount withdrawn from an index-linked option or if the contract is terminated prior to the end of an index term.

## Free Withdrawals

You may withdraw a certain amount each contract year without withdrawal charges and Market Value Adjustment. In the first contract year, you may withdraw up to 10% of the total purchase payments, less withdrawals. For each subsequent contract year, you may withdraw up to 10% of the contract value as of the prior contract anniversary.

#### Other Exceptions

Besides free withdrawal situations, there are other instances in which Pacific Life may waive the withdrawal charge. For example, there is no withdrawal charge on payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Contingent Deferred Sales Charge ("Withdrawal Charge")** provision in your contract for further information.

#### Guaranteed Minimum Surrender Value

The contract's Guaranteed Minimum Surrender Value ("GMSV") is the minimum value you will receive upon surrender, death, or annuitization. The GMSV equals 100% of Purchase Payments (excluding any credit enhancements), less any prior partial withdrawals and applicable withdrawal charges, accumulated with interest of 1% to 3%, less applicable withdrawal charges.

#### Market Value Adjustment (MVA)

An MVA is an amount that may be added to or subtracted from the amount you receive from withdrawals that are made prior to the end of the withdrawal charge period. The MVA is in addition to any applicable surrender charges and is applied to the gross withdrawal amount prior to the deduction of any applicable surrender charges and charges for premium taxes and/or other taxes. As a general rule, if interest rates have stayed the same or risen since the beginning of your existing guaranteed term, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. If the contract is fully surrendered, the MVA will never cause the withdrawal amount to be less than the contract's Guaranteed Minimum Surrender Value. Additionally, an MVA may apply if you are taking withdrawals under an optional Enhanced Lifetime Income Benefit rider if the withdrawal exceeds

CS1209:MVA-AR NBD 3 of 10 [ 05/12



<sup>\*</sup>The \$5,000 does not qualify as a "Free Withdrawal" as described below.

the free withdrawal amount described above. Please see the **Market Value Adjustment** provision in your contract for the formula in calculating the MVA.

#### Exceptions

Pacific Life may waive the MVA in some cases. For example, there is no MVA on free withdrawal situations, payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Waiver of MVA** provision in your contract for further information.

#### Annuitization

You may convert the greater of your contract value or the Guaranteed Minimum Surrender Value into an income annuity with Pacific Life at any time after the first contract year. You will then start to get income from your annuity according to the payout option you choose. If you do not choose a date to start income payments, the date will be the younger annuitant's 95<sup>th</sup> birthday. The current payout options are:

- Life Only Guarantees income for as long as the annuitant lives.
- Life with Period Certain Guarantees income for as long as the annuitant lives. If the annuitant dies during the "specified period" (usually 5-30 years), it pays income to you (or a beneficiary, if applicable) for the remainder of the specified period.
- Joint and Survivor Life Guarantees income for as long as the annuitant and secondary annuitant live.
- Period Certain Only Guarantees income for a specified period (usually 10-30 years).

For qualified contracts, any period certain or life with period certain option selected cannot exceed the annuitant's life expectancy.

Once you start to receive your annuity income payments, you cannot surrender your contract.

#### Death Benefit

Pacific Life will pay the greater of the contract value (including any pro rata index-linked interest) or Guaranteed Minimum Surrender Value upon your death or the death of the sole surviving annuitant subject to any recapture of credit enhancement amounts if the death occurs in the first contract year.

#### Taxes

The annuity contract is tax-deferred which means you do not pay taxes on the interest it earns until the money is paid to you.

When you make withdrawals and take other distributions, you pay ordinary income taxes. Federal law may impose an additional 10% tax penalty on certain distributions before the owner attains age 59 ½. For periodic (annuity) payments, we will default your state tax withholding (as applicable) based upon the marital status and allowance(s) provided for your federal taxes or, if no withholding instructions are provided, we will default to either a married person with 3 exemptions or your resident state's prescribed withholding default (if applicable). Please consult with a tax advisor for additional information, including whether your resident state has a specific version of the W-4P form that should be submitted to Pacific Life with state-specific income tax information.

Buying an annuity within an IRA or other qualified plan does not give you any additional tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

You may also be subject to premium tax, depending on your state of residence. The amount of any premium tax imposed on Pacific Life relating to the contract will be deducted in accordance with our then current practice and any applicable jurisdictional law regarding premium taxes.

If premium tax rates change under laws of the jurisdiction in which you reside, the applicable premium tax may also change. If you change the jurisdiction in which you reside, the premium tax may or may not apply.

## Other Information

Pacific Life may change your annuity contract from time to time to follow federal or state laws and regulations and will tell you about the changes in writing.

Many states have laws that give you a set number of days to look at an annuity contract after you buy it. If you decide during that time that you do not want it, you can return the contract and get all your money back. Read your contract's **Right to Cancel** provision on the cover page to learn more about your free look period.

Pacific Life pays the registered representative/producer or the registered representative's/producer's third party selling firm for selling the contract to you.

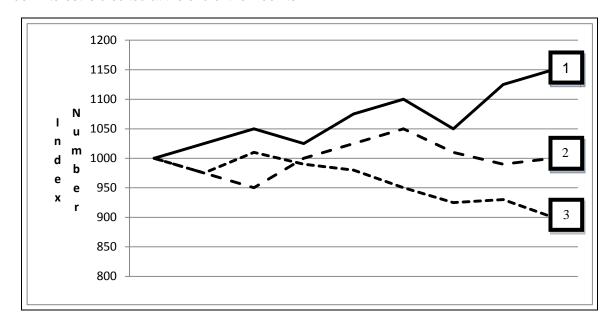
#### **Hypothetical Illustrations**

# **Declared Index Interest Option Hypothetical**

The graph below shows how index interest is credited for the Declared Index Interest Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The declared index interest rate is 3%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Declared Index Interest Rate	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	3%	3%	\$100,000	\$103,000
2	1000	1000	0%	3%	3%	\$100,000	\$103,000
3	1000	900	-10%	3%	0%	\$100,000	\$100,000

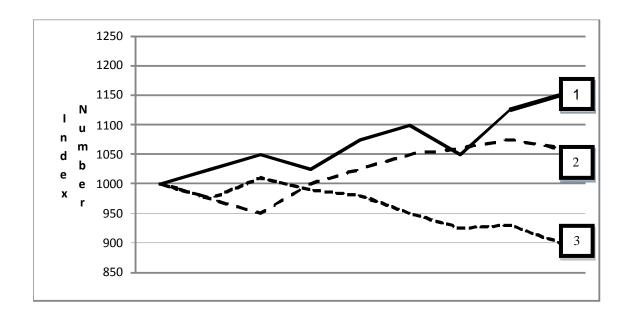
Illustrated Values are not guaranteed as to future performance.

# 1-Year Point-to-Point Index Option Hypothetical

The graph below shows how index interest is credited for the 1 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 4%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Сар	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	4%	4%	\$100,000	\$104,000
2	1000	1030	3%	4%	3%	\$100,000	\$103,000
3	1000	900	-10%	4%	0%	\$100,000	\$100,000

Illustrated Values are not guaranteed as to future performance.

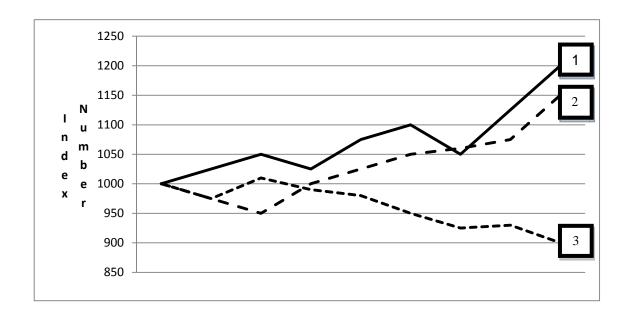
CS1209:MVA-AR NBD 6 of 10 [ 05/12

# 2-Year Point-to-Point Index Option Hypothetical

The graph below shows how index interest is credited for the 2 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a two-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 10%
- The beginning index number is 1000
- The index term is 2 year
- Index interest is credited at the end of the index term



Scenario	Starting	Ending	Index	Сар	Interest	Beginning	Ending
	Index	Index	Change		Credited	Contract	Contract
	Value	Value				Value	Value
1	1000	1200	20%	10%	10%	\$100,000	\$110,000
2	1000	1080	8%	10%	8%	\$100,000	\$108,000
3	1000	900	-10%	10%	0%	\$100,000	\$100,000

Illustrated Values are not guaranteed as to future performance.

CS1209:MVA-AR NBD 7 of 10 [05/12

## Enhanced Lifetime Income Benefit Rider – Single Life

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you are age [85] or younger. Some distributors may not offer this product to persons over a certain age, contact your registered representative/producer for more details. The rider provides additional benefits including:

 Withdrawals for the lifetime of a single individual without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on your age at the time of your first withdrawal after attaining [59½]. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected payment base. The protected payment base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
[Before 59½	[0.0%
59½ – 64	5.0%
65 – 69	5.0%
70 – 74	6.0%
75 – 79	6.0%
80 – 84	7.0%
85 and older]	7.0%]

Withdrawals in excess of the withdrawal percentage could reduce future benefits by more than the dollar amount of the withdrawal. Any withdrawals will reduce your contract value, death benefit, and guaranteed minimum surrender value. Withdrawals under the rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals. Rider withdrawals received prior to converting the contract to annuity payouts are treated as withdrawals and may be subject to withdrawal charges, MVA, taxes, and if prior to age 59 ½, a 10% federal tax penalty. Annuity withdrawals and other distributions of taxable amounts, including death benefit payouts, will be subject to ordinary income tax.

- Annual credits of [8.0%] (simple calculation) are added to the protected payment base, which is used in
  determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective
  date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not
  credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount.
   If your protected payment base is less than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base.
   Upon a reset, the period when an [8%] annual credit is added to the protected payment base will restart.
- If this rider is still in effect at the maximum annuity date listed in your contract, and you select a life only fixed annuity option, you will receive the greater of an annuity payment based on your contract value or the protected payment amount available under this rider as an annuity payout. Upon annuitization of the contract, the rider terminates.

There is an annual fee of [0.75%] associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.

#### Enhanced Lifetime Income Benefit Rider – Joint Life

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you and your spouse are age [85] or younger. Some distributors may not offer this product to persons over a certain age, contact your registered representative/producer for more details. The rider provides additional benefits including:

• Withdrawals for the lifetimes of two persons (who are each other's spouses) without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on the youngest spouse's age at the time of the first withdrawal. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected benefit base. The protected benefit base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
[Before 59½	[0.0%
59½ – 64	4.5%
65 – 69	4.5%
70 – 74	5.5%
75 – 79	5.5%
80 – 84	6.5%
85 and older]	6.5%]

Withdrawals in excess of the withdrawal percentage could reduce future benefits by more than the dollar amount of the withdrawal. Any withdrawals will reduce your contract value, death benefit, and guaranteed minimum surrender value. Withdrawals under the rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals. Rider withdrawals received prior to converting the contract to annuity payouts are treated as withdrawals and may be subject to withdrawal charges, MVA, taxes, and if prior to age 59 ½, a 10% federal tax penalty. Annuity withdrawals and other distributions of taxable amounts, including death benefit payouts, will be subject to ordinary income tax.

- Annual credits of [8.0%] (simple calculation) are added to the protected payment base, which is used in
  determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective
  date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not
  credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is lower than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an [8%] annual credit is added to the protected payment base will restart.
- If this rider is still in effect at the maximum annuity date listed in your contract, and you select a life only or joint life fixed annuity option, you will receive the greater of an annuity payment based on your contract value or the protected payment amount available under this rider as an annuity payout. Upon annuitization of the contract, the rider terminates.

There is an annual fee of [0.75%] associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.

CS1209:MVA-AR NBD 9 of 10 [ 05/12 ]

#### **Disclosure and Contact Information**

[The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's ("S&P") or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500® index (the "Index") to track general stock market performance. S&P's and its third party licensor's only relationship to Pacific Life Insurance Company is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the Index which is determined, composed and calculated by S&P or its third party licensors without regard to Pacific Life Insurance Company or Product. S&P and its third party licensors have no obligation to take the needs of Pacific Life Insurance Company or the owners of the Product into consideration in determining, composing or calculating the Index. Neither S&P nor its third party licensors is responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDEX OR ANY DATA INCLUDED THEREIN OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P, ITS AFFILIATES AND THEIR THIRD PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE MARKS, THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

S&P<sup>®</sup>, STANDARD & POOR'S<sup>®</sup>, and S&P 500<sup>®</sup> are registered trademarks of Standard & Poor's Financial Services LLC and have been licensed for use by Pacific Life Insurance Company.

The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.]

# This summary is not a contract and is not part of your contract with Pacific Life.

For questions regarding this summary, contact your registered representative/producer. If no registered representative/producer is involved, write to us at Pacific Life Insurance Company, [P.O. Box 2378, Omaha, NE 68103-2378 or call Pacific Life customer service at (800) 722-4448.]

# Producer/Registered Representative Signature I hereby certify that a copy of this Contract Summary, in its entirety, was provided to the proposed annuity owner(s) at the time of solicitation. Applicant's Printed Name Contract Number if available Producer/Registered Representative Signature Date

CS1209:MVA-AR NBD 10 of 10 [ 05/12

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: CS1209

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: Contract Summary Disclosure

Project Name/Number: Contract Summary Disclosure/CS1209

# **Supporting Document Schedules**

Item Status: Status

Date:

Bypass Reason: Flesch Certification NOT APPLICABLE

Comments:

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: NOT APPLICABLE

Comments:

Item Status: Status

Date:

Bypassed - Item: Life & Annuity - Acturial Memo

Bypass Reason: NOT APPLICABLE

**Comments:** 

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments: Attachment:

SOV CS1209-MVA-AR.pdf

# PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive ● Newport Beach, CA 92660

## **STATEMENT OF VARIABILITY**

## Form Number Form Description

CS1209:MVA-AR Contract Summary

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced variable annuity forms. Any changes within these areas will be administered in accordance with the requirements of your state, including any requirements for prior approval of a change.

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company address, phone	Current information shown. In the event of a change in the company address, phone
	numbers, and website.	numbers, and/or website, the new information will be shown.
1	States of Use	The states of use may change from time to time.
1	Initial Purchase Payment [\$25,000]	The initial purchase payment amount can range from \$1,000 to \$100,000.
	Subsequent purchase payments [\$100,000]	Subsequent purchase payments can range from \$100 to \$1,000,000.
	Maximum purchase payment [\$1,000,000]	The maximum purchase payment can range from \$500,000 to \$10,000,000.
1	Maximum Issue Age [85]	The Maximum Issue Age is currently 85. Any change in this amount will be displayed. The Maximum Issue Age range for this contract is 50-85.
Bottom of Each Page	Barcode and Revision date.	The barcode and revision date may change in the future.
2	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations	Both trademark indices require a specific abbreviation. If the abbreviations change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted. Additionally, if an index-linked option is no longer available, it will be omitted.
8	Maximum Issue Age	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
8	Lifetime Withdrawal Age [59 ½ ]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The currently lifetime withdrawal range is 59 ½. The range will be between 50 and 65 years old.
8	Age & Withdrawal Percentage Chart	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
8	Annual Credit Percentage	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
8	Annual Fee Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.75%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
9	Maximum Issue Age	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
9	Age & Withdrawal Percentage Chart	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
9	Annual Credit Percentage	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
9	Annual Fee Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.75%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
10	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations and Disclosures	Both trademark indices require a specific disclosure statement. If the index abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.
10	Company address and phone number.	The company address and phone number may change in the future. If the address or phone number changes, the new information will be shown accordingly.